

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION AT CINCINNATI**

<b>FIFTH THIRD BANK, N.A.</b>	:	Case No. 1:24-CV-00236
	:	
<b>Plaintiff,</b>	:	<b>Judge Jeffrey P. Hopkins</b>
	:	
<b>v.</b>	:	
	:	
<b>LOW VOLTAGE SERVICE, INC., et al.</b>	:	<b>PLAINTIFF FIFTH THIRD BANK,</b>
	:	<b>NATIONAL ASSOCIATION'S</b>
<b>Defendants.</b>	:	<b>PROPOSED UNDISPUTED FACTS</b>
	:	

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NOW COMES, Plaintiff Fifth Third Bank, National Association (“Fifth Third”), by and through counsel, and pursuant to this Court’s Standing Order Governing Civil Cases, submits the following Proposed Undisputed Facts in support of its Motion for Summary Judgment:

1. On or about March 21, 2020, Defendant Low Voltage Service, Inc., (“Borrower”) executed and delivered to Fifth Third a Loan Agreement (“Agreement”) in the original principal amount of \$95,000.00 with interest accruing at the Prime Rate plus 2.36% per annum. Affidavit of Lonny King, an Assistant Vice President for Fifth Third (“King Aff.”), ¶4
2. Upon acceleration, the terms of the Agreement call for interest to accrue at five percent above the stated rate of interest, but Fifth Third has decided not to implement this default rate. King Aff. ¶5.
3. Fifth Third exercised its rights to accelerate the entire balance due and owing under the Agreement upon demand. *Id.* at ¶6.
4. Borrower failed to satisfy the balance due and owing upon demand. *Id.* at ¶7.
5. Borrower owes Fifth Third on the Agreement the principal sum of \$93,000.00, plus accrued

but unpaid interest in the amount of \$6,662.91 as of March 25, 2024, plus late fees of \$85.56 and other bank fees of \$75.00, plus interest that continues to accrue thereafter at the rate of the Prime Rate + 2.36% per annum, plus accruing fees and the costs advanced and the costs of this action. *Id.* at ¶8.

6. On or about March 21, 2020, Defendant Eva Schallhorn (“Guarantor”) executed a Guaranty of Loan Agreement in favor of Fifth Third, in which she unconditionally guaranteed payment to Fifth Third of all obligations of Borrower to Fifth Third, including amounts owing under the Agreement (“Guaranty”). *Id.* at ¶9.

7. The Guarantor is in default of the Guranty by virtue of the demand of the Agreement and Guarantor’s failure to pay the amounts due and owing under the Agreement. *Id.* at ¶10.

8. Guarantor owes Fifth Third on the Guaranty the principal sum of \$93,000.00, plus late fees of \$85.56 and other bank fees of \$75.00, plus interest that continues to accrue thereafter at the rate of the Prime Rate + 2.36% per annum, plus accruing fees and the costs advanced and the costs of this action. *Id.* at ¶11.

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Respectfully submitted,

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that pursuant to Civ.R. 5(B)(2)(f), a true copy of the foregoing was served via electronic means this 30<sup>th</sup> day of January, 2025 upon the following:

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